

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF MCKINNEY, TEXAS AND UNIVERSITY OF TEXAS AT DALLAS FOR
GRADUATE PROGRAM IN LOCAL GOVERNMENT MANAGEMENT
2014-256-I**

THIS AGREEMENT is made and entered by and between the **CITY OF MCKINNEY, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "McKinney", and **UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

W I T N E S S E T H:

WHEREAS, McKinney is a political subdivision and University an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as McKinney and University to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, McKinney wishes to give its employees the ability to obtain a Graduate Certificate in Local Government Management (the "Program") offered by the University; and

WHEREAS, University is an institution of higher education that offers graduate level education courses and desires to offer the Program to McKinney employees; and

WHEREAS, McKinney has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide McKinney employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, McKinney and University, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

This Agreement shall be for a period of two (2) years commencing on August 26, 2014.

**II.
THE PROGRAM**

The parties agree that University shall offer graduate level education courses according to the terms and conditions as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. McKinney shall designate a program liaison who will manage program details and work with the University's program manager in content and logistics planning. McKinney shall provide University with required student-employee information for the purpose of registration and documentation. McKinney shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment for classes held at the City of McKinney. All classes for the Certificate Program are to be held at the City of McKinney or another location specified by McKinney.
2. McKinney employees are required to follow all of the dates posted in University's Academic Calendar regarding registration and dropping/withdrawing classes. All relevant dates can be found on the Academic Calendar for each term at <http://www.utdallas.edu/academiccalendar/>.
3. University shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, administration and tabulation of course evaluations, and a program manager to work with McKinney.

IV.
CONSIDERATION / FEES

- A. McKinney shall pay University in accordance with the terms set out in **Exhibit "A"** attached hereto and incorporated herein by reference. Total compensation for the initial term of this agreement shall not exceed the sum of **FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** unless amended in writing by both parties. McKinney will pay for the fees and/or expenses incurred pursuant to this Agreement from the current revenues available. Any renewal will be subject to the revenues available for that contract term.
- B. McKinney will forward a purchase order to the University, listing the McKinney employees participating in the program, no later than two (2) weeks prior to classes beginning. The purchase order must list the names of the students enrolled in the program for the semester, the number of classes and the number of credit hours for each student and the agreed upon tuition amounts. In addition, the purchase order must list McKinney's contact person's name, phone number, fax number and the billing address. The purchase order must be sent to the University's Bursar's Office:

UTD Bursar's Office SSB21
Attn: Cynthia Ladejo
800 West Campbell Rd.
Richardson, TX 75080-3021
972-883-4034

After the receipt of the purchase order, the University Bursar's Office will transfer the tuition obligation from the individual students' records to McKinney. No later than one month after Census Day (last day a student can drop a class without monetary penalty), University will send an invoice to McKinney for the total cost as reflected on the purchase order. Payments hereunder shall be made to University within thirty (30) days of receiving University's invoice. Payments due to the University will not be contingent upon grades or attendance. In the event

that the student is terminated from McKinney's employment after the purchase order has been processed, McKinney is still obligated to the University.

C. University recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. University and McKinney herein recognize that the continuation of any contract after the close of any given fiscal year of the City of McKinney, which fiscal year ends on September 30th of each year, shall be subject to McKinney City Council approval. In the event that the McKinney City Council does not approve the appropriation of funds for this agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. McKinney shall pay all fees and costs, if any, incurred by University pursuant to this Agreement through the effective date of termination, and it is expressly understood that tuition refunds, if any, shall be handled according to standard University policy governing such refunds.

VI. RELEASE AND HOLD HARMLESS

To the extent authorized by the constitution and laws of the state of Texas, University agrees to be responsible for its own acts of negligence and McKinney, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this agreement for any of its activities or from any act or omission of any employee or invitee of University or McKinney.

In the event of joint and concurrent negligence, University and McKinney agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VII. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

University of Texas at Dallas Representative: **City of McKinney Representative:**

Dr. Doug Goodman
Associate Professor of Public Affairs and MPA
Director
University of Texas at Dallas
School of Economics, Political, and Policy
Sciences Program of Public Affairs

Kathryn Usrey
Human Resources
City of McKinney
P. O. Box 517
McKinney, Texas 7507
(972) 547-7562

800 West Campbell Rd., Mail Station: GR 31
Richardson, Texas 75080
(972) 883-4948

**VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. McKinney has executed this Agreement pursuant to duly authorized action of the McKinney City Council on September 2, 2014. University has executed this Agreement pursuant to the authority granted by its governing body.

**IX.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by McKinney, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

UNIVERSITY OF TEXAS AT DALLAS

Date: _____

By: _____
Dr. Hobson Wildenthal,
Executive Vice President and
Provost

UNIVERSITY OF TEXAS AT DALLAS

Date: _____

By: _____
Dr. Calvin D. Jamison,
Vice President for Administration

CITY OF MCKINNEY, TEXAS

Date: _____

By: _____
Tom Muehlenbeck
INTERIM CITY MANAGER

APPROVED AS TO FORM:

Mark Houser
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by **DR. HOBSON WILDENTHAL**, Executive Vice President and Provost of **UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by **DR. CALVIN D. JAMISON**, Vice President for Administration of **UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, by TOM MUEHLENBECK, Interim City Manager, of the **CITY OF MCKINNEY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"

Program: City Hall MPA Graduate Certificate in Local Government Management. The Certificate Program requires 15 hours of coursework. Courses offered as part of this program will include five of the following Graduate Courses; but this list may or may not be limited to the following selections:

- Local Government Management
- Human Resources Management
- Financial Management and Budgeting
- Navigating the Political Environment
- Quality and Productivity Improvement
- Community Development
- Economic Development
- Media Relations

Credit Hours: 3 credit hours per course. 15 hours to complete the certificate.

Participation: The City of McKinney commits to enrolling a minimum of two (2) students in the Certificate Program. A minimum of ten (10) students combined from all cities participating in the program are required for the program to begin.

Application Process: By August 1, 2014 each participant must submit an online application to the MPA Non-Degree seeking program for the Fall 2014 semester and provide all required supporting documents. Students who decide to pursue a MPA degree must submit a new online application to the MPA program.

Application Fees: The applicants/students are responsible of all application fees whether submitted on time or late. The regular application fee is \$50. The late application fee is \$100. The City Hall Certificate and MPA Programs require separate applications.

Materials/Supplies Cost: All required books and materials will be paid for by the individual student.

City Hall Scholarship: The University of Texas at Dallas will grant scholarships to students from the City of McKinney who are enrolled in the City Hall MPA Certificate Program. The scholarship is \$800 per student, per semester. Scholarships will be provided only for the five semesters students are active in the certificate program.

Billing: While students are in the Certificate Program, the City of McKinney will be billed each semester for their tuition. The rate billed will be the applicable guaranteed tuition rate for each student less the \$800 City Hall Scholarship.

- Other Scholarships/Funding:** In cases where students are eligible for and receive other scholarships or funding such as Hazlewood or Fire Fighter exemption, the amounts will be applied to student accounts prior to the City Hall Scholarship. It is possible these other scholarships and/or sources of funding, depending on their value, will reduce or eliminate the need for the City Hall Scholarship.
- Program Schedule:** The five courses will be offered over five semesters. Beginning with the Fall 2014 semester and ending with the Spring 2016 semester.
- Course Schedule:** To be determined by the University. Courses held in a classroom setting will meet once per week for 3 hours. The day of the week a course is offered may vary from semester to semester.
- Online Courses:** The University reserves the right to offer one of the five courses on-line.
- Instructors:** To be determined by the University.
- Class Location:** Classes will be held off-campus in a conference room provided by one of the participating cities.
- Student Enrollment:** The University reserves the right to allow traditional MPA students to enroll in courses offered as part of the City Hall MPA Graduate Certificate Program. These students would be permitted to attend the courses offered off-campus in a conference room provided by one of the participating cities.
- MPA Program:** If at any point after the first semester a student begins the certificate program they decide to pursue an MPA degree, an online application to the MPA program must be submitted, along with the related application fee. The MPA program is 42 credit hours and all certificate courses will apply towards the degree. However, EPPS 6313 – Introduction to Quantitative Methods, a core requirement for the MPA degree, must be completed by the end of the student's first two long semesters (spring/fall) as a MPA degree seeking student.
- Maximum Course Load:** Students enrolled as non-degree seeking who are working toward their certificate are limited to one 3 hour course each of program's five semesters.

Students enrolled as MPA degree seeking are limited to two 3 hours courses (6 hours) each semester.

Withdrawal/Drop: Students dropping a certificate related course are subject to the state mandated refund policy. If the student is eligible for a refund, it will be applied to their account based on the University's refund schedule. In addition, their scholarship for that semester will be removed. The City of McKinney will need to work directly with the student if they wish to collect any of the refund. Full payment of the charges is expected, regardless of whether or not the student remains enrolled.

Leave of Absence: Continuous enrollment is expected from all students in the Certificate and MPA Programs. If a leave of absence is required, approval must be granted in writing by the City of McKinney HR representative and the MPA Director.

Employment: Students must maintain their employment with the City of McKinney to be eligible for the scholarship and rates offered through this agreement. Should a student's employment end, including retirement, they may continue in the program at the standard tuition rate.

Guaranteed Tuition Plan: The UT Dallas Guaranteed Tuition Plan promises to lock in your tuition rate and mandatory fees for the four-year period beginning with your registration.